

RUN OUT SERVICES AGREEMENT

This Agreement, effective for the period beginning November 1, 2014 and ending January 31, 2015, is entered into by Williamson County, Texas, a political subdivision of the state of Texas (hereinafter referred to as the "Plan Sponsor") and Allegiance Benefit Plan Management, Inc., a corporation duly organized and existing under the laws of the State of Montana (hereinafter referred to as the "TPA").

WHEREAS, the Plan Sponsor sponsors a self-funded employee welfare benefit plan (the Plan); and

WHEREAS, the Plan Sponsor provides for its employees, a program of medical care benefits and flexible spending account benefits under the plan; and

WHEREAS, the Plan Sponsor contracted with TPA to perform certain services with respect to the Plan pursuant to a prior Administrative Services Agreement (ASA); and

WHEREAS, the Plan Sponsor has notified TPA that it will be terminating the ASA and amendments thereto, effective October 31, 2014; and

WHEREAS, the Plan Sponsor has requested that TPA continue to process the claims of Plan Sponsor's Covered Persons which (claims) were incurred under the Plan through 12:00 a.m. midnight, November 1, 2014;

THEREFORE, in consideration of the promises and mutual covenants contained herein, the Plan Sponsor and the TPA enter into this Agreement for Run Out Services for the Plan.

ARTICLE I. DEFINITIONS

For the purposes of this Agreement the following words and phrases have the meanings set forth below, unless the context clearly indicates otherwise and wherever appropriate, the singular shall include the plural and the plural shall include the singular.

- 1.1 "Claim" means each bill, invoice, claims form or other document representing a request for payment for medical, dental or vision services, or for payment of short term disability if applicable, which is received by the TPA. Each such document will be considered to be one "Claim", regardless of the number of itemized lines on the document and regardless of whether the document is a duplicate of a previous document or whether the services indicated on the document are eligible for coverage under the applicable Plan.
- 1.2 "Claimant" means any person or entity submitting expenses for payment or reimbursement from the Plan.
- 1.3 "Claims Payment Account" means an account utilized by the Plan Sponsor for payment or reimbursement for Covered Services, which account balances shall be an asset of the Plan Sponsor and not the Plan.
- 1.4 "Covered Person" is any person who is properly enrolled and entitled to benefits from the Plan.
- 1.5 "Covered Services" means the care, treatments, services or supplies described in the Plan Document as eligible for payment or reimbursement from the Plan.
- 1.6 "Employer" means the Plan Sponsor and any successor organization or affiliate of such Employer which assumes the obligations of the Plan and this Agreement.
- 1.7 "Fee Schedule" means the listing of fees or charges for services provided under this Agreement. The Fee Schedule is contained in Appendix A and is a part of this Agreement.
- 1.8 "Health Care Providers" means physicians, dentists, hospitals, or other health care practitioners or health care

facilities that are duly licensed and authorized to receive payment or reimbursement for Covered Services provided under the terms of the Plan.

- 1.9 "Plan" means the self-funded health and welfare benefit plan, which is the subject of this Agreement and which the Plan Sponsor has established pursuant to the Plan Document.
- 1.10 "Plan Document" means the instrument or instruments that set forth and govern the duties of the Plan Sponsor and eligibility and benefit provisions of the Plan which provide for the payment or reimbursement of Covered Services.
- 1.11 "Plan Participant" is any employee, retiree or COBRA beneficiary who is properly enrolled and eligible for benefits under the Plan.
- 1.12 "Run Out Period" means the period of time that TPA will process claims and provide the other services described in this Agreement, for claims incurred by Plan Participants and their covered Dependents. The specific period for this Agreement commences November 1, 2014.
- 1.13 "Summary Plan Description" means the document that describes the terms and conditions under which the Plan operates.
- 1.14 "Working Days" shall mean a regular business day which is not a recognized federal or banking holiday, and specifically excluding any Saturday or Sunday.

ARTICLE II. RELATIONSHIP OF THE PARTIES

- 2.1 The Plan Sponsor delegates to the TPA only those powers and responsibilities with respect to development, maintenance and administration of the Plan which are specifically enumerated in this Agreement. Any function not specifically delegated to and assumed by the TPA in writing pursuant to this Agreement shall remain the sole responsibility of the Plan Sponsor.
- 2.2 The parties acknowledge that:
 - (a) this is a contract for administrative services only as specifically set forth herein; and
 - (b) the TPA shall not be obligated to disburse more in payment for Claims or other obligations arising under the Plan than the Plan Sponsor shall have made available in the Claims Payment Account; and
 - (c) this Agreement shall not be deemed a contract of insurance under any laws or regulations. The TPA does not insure, guarantee or underwrite the liability of the Plan Sponsor under the Plan. The Plan Sponsor has total responsibility for payment of Claims under the Plan and all expenses incidental to the Plan.
- 2.3 Except as specifically set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal successors provided, however, neither party may assign this Agreement without the prior written consent of the other.
- 2.4
- 2.5 It is agreed by the parties to this Agreement that any cause of action brought by either party to this contract must be made within four (4) years of the date of occurrence of any alleged breach, infraction or dispute, or within four (4) years of the termination date of this Agreement, whichever occurs first.
- 2.6 The TPA will provide reports to the Plan Sponsor concerning claims processed for the Plan at least monthly and more often if necessary through the term of this Agreement.

- 2.7 The TPA may secure the services of actuaries, computer service firms, insurance consultants, legal counsel, accountants and any other entities that it deems necessary in performing its duties under this Agreement. At the discretion of the TPA, such services may be performed directly by the TPA, wholly or in part, through a subsidiary or affiliate of the TPA or under an agreement with an organization, agent, advisor or other person of its choosing. Any such services resulting in a charge not agreed to in the Fee Schedule must first be authorized in writing by the Plan Sponsor.
- 2.8 The TPA agrees to be duly licensed as a Third Party Administrator to the extent required under applicable law and agrees to maintain such licensure throughout the term of this Agreement.
- 2.9 The Plan Sponsor recognizes that the TPA is licensed and/or registered as a third party administrator in the following states: Montana, Idaho, Oregon, Utah, North Dakota, South Dakota, California, Nevada, Wisconsin, Kansas, Washington, Florida and Wyoming. TPA makes no representation or warranties with regard to any states wherein TPA is not currently licensed or registered as of the date of this Agreement.
- 2.10 The TPA will possess throughout the term of this Agreement an in-force fidelity bond or other insurance as may be required by state and federal laws for the protection of its clients. Additionally, the TPA agrees to comply with any state or federal statutes or regulations regarding its operations.
- 2.11 The TPA shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of the Plan Sponsor or Agents, including but not limited to: Consultants, Actuaries, Attorneys, Accountants, Auditors, Managed Care Organizations, Preferred Provider Organizations, Pharmacy Benefit Management Companies, Mental Health Care Management Companies or Brokers retained by the Plan Sponsor.
- 2.12 The TPA will indemnify, defend, save and hold the Plan Sponsor harmless from and against any and all claims, suits, actions, liabilities, losses or damages including court costs and attorney's fees with respect to the Plan which directly result from or arise out of the dishonest, fraudulent, grossly negligent or criminal acts of the TPA or its employees, except for any acts taken at the specific direction of the Plan Sponsor.
- 2.13 The Plan Sponsor accepts all legal and financial liability for its own actions or inactions as well as the actions or inactions of its authorized representatives. The Plan Sponsor shall ensure that no such legal or financial liabilities shall be borne by the TPA.
- 2.14 The terms and conditions of this Agreement apply only to those claims incurred prior to November 1, 2014, but processed by the TPA during the term of this Agreement. TPA shall have no obligation or responsibility of any nature for claims incurred on or after November 1, 2014 or any other Plan issues that occur after January 31, 2015.

However, upon specific request of the Plan Sponsor, for claims incurred before November 1, 2014, but received by TPA after January 31, 2015, the TPA may:

- (a) process specific claims for a per claim processed fee as stated in the Fee Schedule attached hereto, provided that the TPA's claims processing system contains claim processing information for Plan Sponsor's Plan on the date any such request is made, or
- (b) in the alternative, forward unprocessed claims to an address designated by the Plan Sponsor, for a claims forwarding fee as stated in the Fee schedule attached hereto.

ARTICLE III. THE TPA'S RESPONSIBILITIES

The TPA will provide the following Plan administrative services for the Plan Sponsor. The fee for these services will be set forth in Appendix A attached hereto:

- 3.1 Maintain Plan records based on eligibility information submitted by the Plan Sponsor as to the dates on which a Covered Person's coverage commences and terminates.

Maintain Plan records of Plan coverage applicable to each Covered Person based on information submitted by the Plan Sponsor.

Maintain Plan records regarding payments of Claims, denials of Claims, and Claims pending.

- 3.2 Process Claims which were incurred before 12:00 a.m. midnight, November 1, 2014, by Covered Persons, according to the terms of the Plan Document as construed by the Plan Sponsor. These Claims will be processed in accordance with industry practices and the TPA will use an industry-recognized method of determining usual, customary, and reasonable charges.

Notify Plan Sponsor regarding any claim for which there may be subrogation/plan reimbursement issues. Except for such notice, TPA shall have no responsibility regarding subrogation/reimbursement claims.

Decide as to the validity of a Claim or the need for additional information within 14 working days of the date the Claim is received by the TPA.

If additional information is needed, send through the U.S. Mail to the appropriate persons (with a copy to the Plan Participant) regular follow-up requests for the required information until the date this Agreement terminates. A list of all claims for which additional information has not been received prior to the termination of this Agreement will be supplied to Plan Sponsor upon termination of this Agreement. TPA will have no responsibility of any nature for claims for which responses are received after the termination date of this Agreement, except to forward the responses to Plan Sponsor.

When all necessary documents and Claim form information have been received and the Claim has been approved, a Claim check or draft will be remitted on the next claim batch dispersal date provided that the Plan Sponsor has provided funds for such claim or advance funding has been provided by the excess loss insurance carrier. All claims will remain in a processed but pending status until funded by the Plan Sponsor or its excess loss insurance carrier up to the termination date of this Agreement.

TPA will send a Claims Status Report to Plan Sponsor on a monthly basis indicating the number of claims processed and current claims in TPA's system awaiting processing.

After termination of this Agreement, any pending claims that remain unfunded will be forwarded to Plan Sponsor, and TPA will have no further responsibility or liability of any nature regarding those claims.

- 3.3 Customer Service Representatives of the TPA will inform any Plan Participant or Health care Provider who inquires about any claim which is pending for lack of funds that such claim has been received and processed and is pending receipt of funds. No further explanation will be required of the TPA by the Plan Sponsor under such circumstances.

- 3.4 Refer any doubtful or disputed Claims to the Plan Sponsor for a final decision in accordance with Section 4.1.

- 3.5 Process, issue, and distribute Claims checks or drafts as instructed by the Plan Sponsor to Plan Participants, Health Care Providers, or others as may be applicable.

The TPA shall establish and maintain usual and customary investigative benefit and claim review procedures within the usual standard of care in the TPA industry. The TPA shall take reasonable measures and precautions to prevent the allowance and payment of improper benefits and claims. The TPA shall not be liable for fraud by any health care provider or for errors in claim payment made to Covered Persons or designated assignees in good faith. If a claim payment error is discovered, the Covered Person will be notified and requested to refund payment. In the event that the Covered Person or his/her assignee does not respond to the refund request or refuses payment, the Plan Sponsor will be notified. The Plan Sponsor shall have the right to bring action

against any Plan Participant or provider of service who does not voluntarily agree to repay the Plan for payments made in error.

Every week the TPA will notify the Plan Sponsor of the Claim batch amount required to be deposited to the Claims Payment Account to pay the Claims liability as these Claims occur. Failure to advance this amount within 7 working days of receipt of said notice will result in immediate termination of this Agreement.

- 3.6 Notify Covered Persons in writing through the U.S. Mail of ineligible Claims received. The Explanation of Benefits form (EOB) shall indicate the reason why such claim is ineligible for payment. The EOB shall also contain notice of the written Claims review and appeal procedure in the Plan. This notification will be made within an average of 14 working days of the date the TPA receives the complete Claim, including any information received in accordance with Section 3.3 and any Plan interpretations by the Plan Sponsor.
- 3.7. Maintain local telephone service and toll-free telephone lines for inquiries made by Covered Persons regarding the status of their claims. Such telephone lines may be recorded by the TPA.
- 3.8 Respond to Claims inquiries by a Covered Person, the estate of a Covered Person, an authorized member of a Covered Person's family unit, the Covered Person's authorized legal representative or an authorized Health Care Provider.

TPA will not be responsible for or provide appeals services during the term of this Agreement, and will forward all appeal requests to the Plan Sponsor or its designee.

- 3.9 Maintain information that identifies a Covered Person in a confidential manner. The TPA agrees to take all reasonable precautions to prevent disclosure or the use of Claims information for a purpose unrelated to the administration of the Plan.

The TPA will only release this information for certificate of need reviews; for medical necessity determinations; to set uniform data standards; to update relative values scales; to use in Claims analysis; to further cost containment programs; to verify eligibility; to comply with federal, state or local laws; for coordination of benefits; for subrogation; in response to a civil or criminal action upon issuance of a subpoena; or with the written consent of the Covered Person or his or her legal representative

- 3.10 Maintain a Claim file on every Claim reported to it by the Covered Persons. Copies of such records shall be made available to the Plan Sponsor during a regularly scheduled Working Day at the office of the TPA for consultation, review, and audit upon advance notice of a minimum of fourteen (14) Working Days.

The Plan Sponsor shall pay for any audit made at its request, or at the request of the Plan Sponsor's stop loss carrier. A fee of fifteen cents (\$.15) per photo copy or \$500 per magnetic disc or part thereof will be paid by the Plan Sponsor or Plan auditor on behalf of the Plan Sponsor for any Plan Claim or other record. Electronically stored data will be produced only in TPA's current data/software format, and TPA shall have no obligation to provide customized programming or electronic data formats. The TPA will charge a fee of not less than \$2,500.00 for services, assistance and consultation connected with such an audit. A retainer of \$2,500.00 for the audit fee shall be paid in advance and shall become non-refundable on the day an audit commences. TPA shall charge its usual charges, as stated in Appendix A hereto, for professional, managerial and clerical time against the retainer. Charges in excess of the retainer shall be billed as incurred.

Any audit shall be conducted by an auditor mutually acceptable to the Plan Sponsor and the TPA and the audit shall include, but not necessarily be limited to a review of procedural controls, a review of system controls, a review of Plan provisions, a review of the sampled Claims, and comparison of results to industry performance standards and any statistical models previously agreed to by the Plan Sponsor and the TPA in writing.

- 3.11 Provide the following reports:

- (a) monthly summary of benefits paid analysis by type of Claim and total dollar amounts,
 - (b) monthly check register,
 - (c) other reports agreed to in writing by TPA.
- 3.12 If stop-loss insurance is maintained by the Plan Sponsor through the Run Out Period or any part thereof, notify the stop-loss insurance company of any potential large Claims which may become a Claim under the stop-loss coverage.
- On behalf of the Plan, the TPA will file in a timely manner any Claims for benefits under the stop-loss policies if such coverage is in force.
- 3.13 Identify claims for which there might be a right of subrogation or reimbursement, and refer the same to the Plan Sponsor for action it deems to be appropriate. TPA will not provide subrogation/reimbursement services for claims processed during the Run Out Period.
- 3.14 Forward all ongoing subrogation/reimbursement and claims overpayment cases in TPA's possession to Plan Sponsor for any additional action Plan Sponsor deems necessary.
- TPA will not be responsible for or provide either subrogation/reimbursement services or overpayment recovery service during the term of this Agreement
- 3.15 Upon termination of this Agreement, a summary paid claim report of all claims paid during the term of this Agreement, copies of any governmental reports, and plan documents will be remitted to the Plan Sponsor. Until that time, these records will be maintained at the TPA's principal administrative office. After that time, claim files are available to Plan Sponsor. Copies of any materials in storage will be available to Plan Sponsor for a copy fee of fifteen cents (\$.15) per page copied plus a retrieval fee of ten dollars (\$10.00) per box or CD ROM diskette accessed. Plan Sponsor shall have ninety days from the date of termination of this Agreement to designate and request the records in storage that it wishes to be forwarded, after which time these records will be destroyed.
- 3.16 TPA will have no responsibility or obligation of any nature for COBRA services during the Run Out Period.

ARTICLE IV. THE PLAN SPONSOR'S RESPONSIBILITIES

The Plan Sponsor or Employer will:

- 4.1 Resolve all Plan ambiguities and disputes relating to the Plan eligibility of a Covered Person, Plan coverage, denial of Claims or decisions regarding appeal or denial of Claims, or any other Plan interpretation questions. The Plan Sponsor will respond to any written request made by the TPA within five (5) working days, except for questions that must be presented to the Williamson County Benefits Committee in which case Plan Sponsor will make every effort to respond to any written request made by the TPA within five (5) working days but subject to Plan Sponsor complying with the Texas Open Meetings Act (Tex. Gov't Code Ch. 551) by scheduling the next available regular or special called meeting of the Williamson County Benefits Committee, or prior to the termination date of this Agreement, whichever occurs first.

The TPA will administer and process Claims in accordance with Article III of this Agreement if the Plan Document and Summary Plan Description are clear and unambiguous as to the validity of the Claims and the Covered Persons' eligibility for coverage under the Plan, but will have no discretionary authority to interpret the Plan or adjudicate Claims. If processing a benefit Claim requires interpretation of ambiguous Plan language, and the Plan Sponsor has not previously indicated to the TPA the proper interpretation of the language, then the Plan Sponsor will be responsible for resolving the ambiguity or any other dispute.

The Plan Sponsor's decision as to any Claim (whether or not it involves a Plan ambiguity or other dispute) shall be final and binding unless modified or reversed by a court or regulatory agency having jurisdiction over such Claim matter.

- 4.2 Prospectively fund the Claims Payment Account every week, and grant the TPA drafting authority for payment of claims or administrative expenses of the Plan or Plan Sponsor. Failure to fully comply with this provision will result in termination of this Agreement by TPA within seven (7) working days after notice of a claims fund batch amount is sent to Plan Sponsor via facsimile telephone request, if funds are not remitted by Plan Sponsor, within seven (7) days of receipt of the request.
- 4.3 Not demand or require the TPA, under any circumstances, to issue claim drafts for Claims, or any other costs arising out of the subject matter of this Agreement, unless the Plan Sponsor has so authorized and has previously deposited sufficient funds to cover such payment(s).
- 4.4 Acknowledge that it is the Plan Sponsor, Plan Administrator, and Named Fiduciary. As such, Plan Sponsor retains full discretionary control and authority and discretionary responsibility in the operation and administration of the Plan.
- 4.5 Hold confidential information obtained that is proprietary to the TPA or information or material not generally known by personnel other than management employees of the TPA. Such information includes, but is not limited to, provider contracting arrangements, reasonable and customary Claims levels, and Claims administration guidelines. Plan Sponsor understands and acknowledges that the TPA or its affiliate will assert, in a brief to the Texas Attorney General, that the proprietary and confidential information would be exempt from public disclosure under the Texas Public Information Act, codified at Chapter 552 of the Texas Government Code, and that such information should not be released to a requestor under the Texas Public Information Act without the prior written consent of the TPA or its affiliate. The Plan Sponsor hereby agrees to notify the TPA, in writing, within three (3) Working Days of Plan Sponsor's receipt of any such public information request for the proprietary and confidential information. Failure to provide such notice to the TPA shall constitute a material breach of this Agreement.
- 4.6 Pay, in accordance with the Fee Schedule, in advance, the TPA's fees for services rendered under this Agreement. It is specifically agreed and disclosed that the TPA may withdraw from the Claims Payment Account any fee then due to the TPA prior to application of the funds in the Claims Payment Account to payment of Claims or any other costs arising out the Plan or the subject matter of this Agreement.

ARTICLE V. DURATION OF AGREEMENT

- 5.1 This Agreement shall commence on November 1, 2014 and end on January 31, 2015. This Agreement may not be extended in any manner, by either party hereto,.
- 5.2 The TPA may, at its sole option, terminate this Agreement with five (5) days written notice upon the occurrence of any one or more of the following events pertaining to the Plan Sponsor:
 - (a) The Plan Sponsor fails to pay administration fees or other fees for the TPA's services upon presentation for payment and in accordance with the Fee Schedule;
 - (b) The Plan Sponsor engages in any unethical business practice or conducts itself in a manner which in the reasonable judgment of the TPA may be a violation of any federal, state, or other government statute, rule, or regulation;
 - (c) The Plan Sponsor, through its acts, practices, or operations, exposes the TPA to any existing or potential investigation or litigation;
 - (d) court appointment of a permanent receiver for all or substantially all of the Plan Sponsor's assets;

- (e) a general assignment of the benefit of creditors by the Plan Sponsor;
 - (f) the filing of a voluntary or involuntary petition of bankruptcy, if such petition is not dismissed within forty-five (45) days of the date of filing, provided that an order for relief from automatic stay has been obtained, or with respect to a Chapter 11 proceeding, that the bankrupt or Bankruptcy Trustee fails to reaffirm this Agreement and provide adequate assurances pursuant to 11 U.S.C. 365; or
 - (g) failure to fund claims as required by this Agreement.
- 5.3 The Plan Sponsor may, at its option, terminate this Agreement with five (5) days written notice upon the occurrence of any one or more of the following events pertaining to the TPA:
- (a) court appointment of a permanent receiver for all or substantially all of the TPAs assets; or
 - (b) a general assignment of the benefit of creditors by the TPA; or
 - (c) the filing of a voluntary or involuntary petition of bankruptcy, if such petition is not dismissed within forty-five (45) days of the date of filing, provided that an order for relief from automatic stay has been obtained, or with respect to a Chapter 11 proceeding, that the bankrupt or Bankruptcy Trustee fails to reaffirm this Agreement and provide adequate assurances pursuant to 11 U.S.C. 365; or,
 - (d) The TPA engages in any unethical business practice or conducts itself in a manner which in the reasonable judgment of the Plan Sponsor may be a violation of any federal, state, or other government statute, rule, or regulation; or,
 - (e) The TPA loses its licensure or certification required by law to continue its business or continue as a third party administrator.
- 5.4 If this Agreement is terminated prior to January 31, 2015, as a result of the breach or non performance by the Plan Sponsor of any condition or term of this Agreement, or as the result of any event specified in subsection 5.2 of this Agreement, the TPA shall have no liability or responsibility of any nature to refund any advance payment for TPA's services made by Plan Sponsor according to the terms and conditions of this Agreement, and any retained funds shall be considered liquidated damages for TPAs costs incurred as fixed costs, and to prepare for and perform services pursuant to this Agreement, and not as a penalty.
- 5.5 TPA agrees that if after the termination of this Agreement, Plan Sponsor requires reports or information in the possession of the TPA for purposes of responding to audits, appeals or regulatory inquiries, for a period not to exceed seven (7) years after the termination of this Agreement, TPA will provide information in its possession and support as requested from Plan Sponsor for the fees set out in paragraphs B, C, G and H of the Fee Appendix of this Agreement as applicable. All fees, information content and assistance from TPA under this paragraph must be agreed upon between the parties in advance, in writing.

ARTICLE VI. MISCELLANEOUS

- 6.1 This Agreement, together with all addenda, exhibits, and appendices supersedes any and all prior representations, conditions, warranties, understandings, proposals, or other agreements between the Plan Sponsor and the TPA hereto, oral or written, in relation to the services and systems of the TPA, which are rendered or are to be rendered in connection with its assistance to the Plan Sponsor in the administration of the Plan.
- 6.2 This Agreement, together with the aforesaid addenda, exhibits, and appendices constitutes the entire Run Out Services Agreement of whatsoever kind or nature existing between or among the parties.

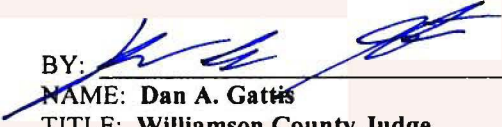
- 6.3 The parties hereto, having read and understood this entire Agreement, acknowledge and agree that there are no other representations, conditions, promises, agreements, understandings, or warranties that exist outside this Agreement which have been made by either of the parties hereto, which have induced either party or has led to the execution of this Agreement by either party. Any statements, proposals, representations, conditions, warranties, understandings, or agreements which may have been heretofore made by either of the parties hereto, and which are not expressly contained or incorporated by reference herein, are void and of no effect.
- 6.4 This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
- 6.5 In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall remain in accordance with its terms.
- 6.6 The parties will notify each other within five (5) Working Days of any inquiry made by any Covered Person or authorized representative of any Covered Person related to Plan Documents, Plan Records, Claims, Claims Appeals, Claims Disputes, threatened litigation, lawsuits pertaining to the Plan or any inquiry made by any federal or state authority regarding the Plan.
- 6.7 In the event that either party is unable to perform any of its obligations under this Agreement because of natural disaster, labor unrest, civil disobedience, acts of war (declared or undeclared), or actions or decrees of governmental bodies (any one of these events which is referred to as a "Force Majeure Event"), the party who has been so affected shall immediately notify the other party and shall do everything possible to resume performance.
- Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds fourteen (14) working days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving ten (10) working days written notice, terminate this Agreement.
- 6.8 All notices required to be given to either party by this Agreement shall, unless otherwise specified in writing, be deemed to have been given three (3) days after deposit in the U.S. Mail, first class postage prepaid, certified mail, return receipt requested.
- Any official notice to TPA will be mailed to the attention of the President at 2806 South Garfield St., Missoula, MT 59801
- Any official notice to the Plan Sponsor will be mailed to the attention of : The Williamson County Judge, 710 Main Street, Suite 101, Georgetown, Texas 78626, with a copy to: General Counsel, Office Of Williamson County Judge, 710 Main Street, Suite 200, Georgetown, Texas 78626.
- 6.9 This Agreement shall be interpreted and construed in accordance with the laws of the state of Texas, except to the extent superseded or pre-empted by federal law. Any litigation related to the interpretation or performance of this Agreement shall be conducted in a Texas state or federal court with jurisdiction in and over Williamson County, Texas.
- 6.10 No forbearance or neglect on the part of either party to enforce or insist upon any of the provisions of this Agreement shall be construed as a waiver, alteration, or modification of the Agreement.
- 6.11 Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party, its past or present officers, employees, or agents, nor to create any legal rights or claims on behalf of any third party. To the extent applicable to contract claims, Plan Sponsor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

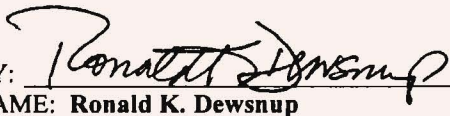
- 6.12 Plan Sponsor believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. TPA understands and agrees that the Plan Sponsor's payment of amounts under this Agreement is contingent on the Plan Sponsor receiving appropriations or other expenditure authority sufficient to allow the Plan Sponsor, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
- 6.13 To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code Section 552.001 et seq., as amended (the "Public Information Act"), said provision(s) shall be of no force or effect. Furthermore, it is expressly understood and agreed that Plan Sponsor, its officers, and its employees may request advice, decisions, and opinions of the Attorney General of the State of Texas (Texas Attorney General) with regard to the application of the Public Information Act to any information or data furnished to Plan Sponsor as to whether the same is available to the public. It is further understood that Plan Sponsor's officers and employees shall have the right to rely on the advice, decisions, and opinions of the Texas Attorney General and that Plan Sponsor, its officers, and its employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any information or data furnished to Plan Sponsor by a party hereto, in reliance of any advice, decision, or opinion of the Texas Attorney General.
- 6.14 Plan Sponsor is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. Section 151.309, as amended, and the services subject hereof are being secured for use by Plan Sponsor. Exemption certificates will be provided upon request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives' signatures, effective as of the date first above written.

WILLIAMSON COUNTY, TEXAS

**ALLEGIANCE BENEFIT PLAN MANAGEMENT,
INC.**

BY: 
NAME: Dan A. Gattis
TITLE: Williamson County Judge
DATE: 10-22-2014

BY: 
NAME: Ronald K. Dewsnup
TITLE: President and General Manager
DATE: 10/22/2014

**APPENDIX A
FEE SCHEDULE AND
FINANCIAL ARRANGEMENT**

I. Fee Schedule

The Plan Sponsor and the TPA hereby agree to the compensation schedules set forth below as being the sole compensation to the TPA for any of its services which relate to the Plan. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

- A. A non-refundable run out services fee for medical, dental, and vision plan claims for the period starting November 1, 2014 and ending January 31, 2015 of \$100,000.00, payable in even installments over a three (3) month period at the end of each month (end of November, December, and January of 2014/2015) for services rendered. Plan sponsor agrees to issue necessary and timely Purchase Order(s) to assure TPA of pending payment(s).

A fee of \$4.50 per Plan Participant per month for the period starting November 1, 2014 and ending January 31, 2015 for Flexible Benefits run out services.

- B. An audit assistance fee retainer of \$2,500.00, to be paid immediately upon receipt by TPA of notice of an audit. Audit fees shall be \$100.00 per hour for executive/ professional services, \$75.00 per hour for managerial/technical services and \$25.00 per hour for clerical services, which fees shall be billed against the retainer.
- C. Hourly fee of \$100.00 for welfare plan consulting. Such services must be agreed to in advance by the Plan Sponsor.
- D. Hourly fee of \$100.00 for special claims history research. Such services must be agreed to in advance by the Plan Sponsor.
- E. Final fee of \$500.00 for forwarding magnetic diskette of eligibility/enrollment file in DBC or ASCII format to Plan Sponsor (if requested).
- F. Final fee of \$1,500.00 for forwarding magnetic diskette of ECI claim system history file in DBC or ASCII format to Plan Sponsor (if requested).
- G. A fee of \$125 per report for each report requested by the Plan Sponsor during the Run Out Period.
- H. Any PPO access fees required to process claims under the terms of this Agreement.

II. Financial Arrangement

The Plan Sponsor agrees to fund all claims no less frequently than weekly, and within seven (7) working days of receipt of notice of the claim batch amount from TPA.

The Plan Sponsor agrees to pay the administrative and claims processing fees under this Agreement no less frequently than weekly, and within seven (7) working days of receipt of the invoice from the TPA for the same.